



Georgia Department of Motor Vehicle Safety

Motor Vehicle Services
PO Box 740381
Atlanta, Georgia 30374
404 362.6500

Sonny Perdue
Governor

James R. (Jim) Davis
Commissioner

September 20, 2004

Dealer Newsletter

In keeping with this department's commitment to keep our customers informed, this newsletter provides important information regarding when a **limited** power of attorney, form T-8, and a **secure** power of attorney, form T-8S, can and cannot be used. It also contains information to help you avoid costly and time-consuming rejections of your title applications and how you can help your customers avoid insurance and registration problems.

Trade-in Customer(s) Must Make an Odometer Declaration on a **Secure** Transfer Document

When someone trades in a vehicle to your dealership that requires an odometer disclosure (See information under the heading "Vehicles Exempt from Odometer Disclosure Requirements"), the federal odometer laws require the vehicle owner to:

- Enter the vehicle's odometer reading as of the date the vehicle is traded-in to your dealership, on a **secure** transfer document. Secure transfer documents are:
 1. Certificate of title;
 2. **Secure** power of attorney (form T-8S).
 - a. Form T-8S can be used when the title is lost, or,
 - b. Form T-8S can be used when title is held by a lien or security interest holder.
- Check the appropriate box on this same **secure** transfer document when the vehicle's odometer does not reflect the total distance the vehicle has traveled.
- Print and sign their name to this same **secure** transfer document certifying the information entered, including the odometer disclosure, is correct. If the vehicle is jointly owned, each owner's printed name and signature are required.

Your dealership's authorized agent is required to acknowledge the odometer declaration made by the trade-in customer on the same **secure** transfer document by:

- Printing and signing their personal name; as well as,
- Printing and signing the name of the dealership and entering their position with the company, i.e. owner, business manager, etc.

Note: Anytime someone is signing for a company on documents pertaining to an odometer disclosure, the printed or typed name of the company is required in addition to the signature and the printed or typed name of the person signing for the company.

Federal Truth in Mileage Act - Powers of Attorney - Limited Versus Secure Powers of Attorney

A number of years ago, major changes were made to the federal odometer laws, Truth in Mileage Act, in an attempt to curtail odometer rollbacks and odometer fraud, and to provide a good paper trail to prosecute those involved in odometer rollbacks, tampering and fraud. The federal odometer laws are intended to protect you and your customers. The laws make odometer tampering a felony!

At first, the federal odometer law prohibited the use of a power of attorney between the seller and the buyer when the vehicle required an odometer disclosure because to do so would allow the purchaser to make the odometer disclosure, on the seller's behalf, and acknowledge it as the purchaser. In the beginning, the odometer law required the seller to disclose the odometer reading and

whether or not it reflected the total distance the vehicle had traveled on the vehicle's title. The purchaser was to acknowledge the seller's disclosure by printing and signing their name. At that time, the federal odometer laws prohibited someone from making an odometer declaration and an acknowledgement in the same transaction; therefore, powers of attorney between the seller and buyer were not allowed.

If the odometer law had allowed a **limited** power of attorney between the buyer and seller to be used, an unscrupulous person would have been able to roll back the vehicle's odometer, complete the title assignment showing the lower reading and then sell the vehicle at a higher price to an innocent consumer. As a general rule, vehicles with low mileage have a higher resale value.

Dealers advised the National Highway Traffic Safety Administration (NHTSA) that not being allowed to use powers of attorneys would adversely affect their business. They indicated that their customers usually do not have their vehicle's title when they trade-in the vehicle. Dealers did not want to inconvenience their customer by having them return to their dealership. They felt doing so would result in loss of sales.

NHTSA decided that the following two (2) situations were the only two (2) **acceptable** situations when the trade-in customer would not have possession of their vehicle's title:

- The title is lost; or,
- The title is held by the recorded lien or security interest holder.

Therefore, provisions were added to the federal odometer laws to allow for the use of a **secure** power of attorney between the seller and purchaser when, at the time of sale, the vehicle's title is not available because it is either lost or being held by the recorded lien or security interest holder.

If the title for the trade-in vehicle is at home in the owner's safe, then the owner must retrieve it for transfer to the dealership. This is not an acceptable reason for the use of a **secure** power of attorney (form T-8S).

When the vehicle requires an odometer disclosure on a **secure** transfer document, the seller (trade-in customer) cannot use a **limited** power of attorney (form T-8) to appoint the purchaser (dealer) as their

attorney-in-fact. **Limited** powers of attorney, form T-8, do not contain the required language or security features required by the federal odometer laws.

The federal odometer laws restrict someone from making an odometer declaration and an acknowledgement of the odometer declaration in the same transaction except for the two (2) acceptable situations when the title is not available. In these two situations, a **secure** power of attorney must be used to allow your trade-in customer to make an odometer disclosure on a **secure** transfer document.

Once the title becomes available, the information on the **secure** power of attorney, form T-8S, must be transferred to the title **exactly** as shown. The person with your dealership who transfers the information from the **secure** power of attorney to the title is required to complete Part C on the **secure** power of attorney. By completing Part C, the person is certifying that he or she transferred the information from the **secure** power of attorney to the title exactly as shown.

The same person with your dealership may complete all three (3) parts on a secure power of attorney, form T-8S, on behalf of your dealership or different people with your dealership may complete each part provided the person completing Part C on the **secure** power of attorney, form T-8S, is the person with your dealership who transferred the information from the **secure** power of attorney, form T-8S, to the title. See Attachment #1 for an example of a secure power of attorney where different employees with a dealership have completed each part.

Limited Powers of Attorney

Do not circumvent the law by having your trade-in customer complete a **limited** power of attorney, form T-8, when the vehicle requires an odometer disclosure on a **secure** transfer document, naming:

- A false or fictitious person.
- Another employee within your dealership as the attorney-in-fact. Anyone employed with your dealership is considered "your dealership" in regard to odometer disclosure requirements.
- A friend or family member of your dealership or a neighboring

dealership. If, at a later date someone claims the vehicle's odometer has been tampered with or rolled back, the person named as the attorney-in-fact on the **limited** power of attorney could be called to testify.

Vehicles Exempt from Odometer Disclosure Requirements

The following vehicles are exempt from the odometer disclosure requirements of the Federal Truth in Mileage Act:

- A vehicle with a gross weight rating of more than 16,000 pounds;
- A vehicle **not** self-propelled (i.e. trailer, mobile home, manufactured home, etc);
- Vehicles ten- (10) model years old or older, e.g. Current calendar year minus ten equals the first year model exempt. In calendar year 2004, 1994 and older year model vehicles are exempt. In calendar year 2005, 1995 and older year model vehicles will be exempt.
- A vehicle sold directly by the manufacturer to any U.S. government agency in compliance with a contract's specifications; and,
- A transferor/seller of a "new" vehicle prior to its first transfer to a retail customer is not required to disclose the vehicle's odometer reading (i.e. sale of a new vehicle from one dealer to another dealer before the vehicle is sold to the first retail customer).

When completing any document or form providing a space for an odometer reading, enter the word "exempt" only when the vehicle is exempt from the odometer disclosure requirements, as shown under the heading "Vehicles Exempt from Odometer Disclosure Requirements".

A **limited** power of attorney may be completed and signed by your trade-in customer appointing your dealership as their attorney-in-fact when the vehicle is exempt from the odometer disclosure requirements. This **limited** power of attorney would allow you to obtain a replacement title on your customer's behalf and/or allow your dealership to complete the title assignment on your customer's behalf transferring the ownership of the vehicle to your dealership.

Bills of Sale

Bills of sale are not acceptable to transfer the ownership of a vehicle or for making an odometer disclosure for vehicles requiring an odometer disclosure or for vehicles requiring a title.

A bill of sale may be used to transfer the ownership of a vehicle **exempt** from the odometer disclosure requirements or for vehicles not requiring a Georgia title. Please read the information under the heading "Vehicles Exempt from Odometer Disclosure Requirements".

Dealer Reassignment Supplement Forms

A licensed motor vehicle dealer in this state may use a secure dealer reassignment supplement form to transfer the ownership of a vehicle to their customer when:

- All of the assignment spaces on the title have been completed; or,
- The vehicle's title, assigned to your dealership, is temporarily unavailable at the time of sale, i.e. the title is in the safe and the vehicle is sold after business hours, etc.

When the vehicle's title is available, we recommend that the assignment spaces on the title be used to transfer the ownership of the vehicle instead of using a **secure** dealer reassignment supplement form. However, we will allow a licensed dealer to "come off" the title after the first title assignment has been completed conveying ownership to the dealership.

Important: Your dealership must be the owner of the vehicle **before** you can sell the vehicle and transfer ownership. For a vehicle requiring a title, you must have the vehicle title, properly assigned to your dealership by either the completion of the title assignment and/or completion of a dealer reassignment supplement form. A complete and correct chain of ownership must be shown.

When the vehicle title becomes available, you must enter the dealer reassignment control number you used in the title assignment space you would have ordinarily completed transferring ownership to your customer had the title been available. The dealer reassignment form must accompany

the title when a title is applied for in your new customer's name.

Dealer reassignment forms and **secure** powers of attorney are **not** available from this department's Motor Vehicle Services Section, or the county tag agents' offices but may be purchased from one of the following authorized dealer associations:

Georgia Independent (Used) Automobile Dealers Association
Georgia Independent Automobile Dealers Association (GIADA) 6903-A Oak Ridge Commerce Way Austell, GA 30168 Telephone Number: 770-745-9650 Toll Free Telephone Number: 800-472-8101 Fax Number: 770-745-9655

Georgia (New) Automobile Dealers Association
Georgia Automobile Dealers Association (GADA) 2255 Cumberland Parkway Building 900 Atlanta, GA 30339-4515 Telephone Number: 770-432-1658 Fax Number: 770 432-9100 E-mail: info@gada.com

A **secure** dealer assignment form, not a bill of sale, is required when the vehicle requires an odometer disclosure and the title showing transfer to the selling dealer is **temporarily** unavailable, i.e. vehicle sold after business hours and the vehicle's title is in the safe and it not accessible after business hours.

Do not forget to record the dealer reassignment control number in the title assignment you would have ordinarily used to transfer ownership to your customer had the title been available.

Corrections to the Title Assignment or Dealer Reassignment Supplement Form

When the seller, or someone who is authorized to sign for the seller, makes an error when completing a title assignment, an affidavit of correction, form T-11, can be used. The form T-11, affidavit of correction, cannot be used to correct the vehicle identification number (VIN) on a dealer reassignment form or a power of attorney. For additional information regarding the use of this form, please refer to our Motor

Vehicle Services Manual that can be viewed or downloaded and printed from this department's website, www.dmv.ga.gov. An updated version of our Motor Vehicle Services Manual will soon be available from our website. Bookmark our website and visit it often for updates.

Signature Requirements on Title Applications & Supporting Documents

When applying for a Georgia title showing joint ownership in the name of a business and an individual who is also the person authorized to sign for the business, only one (1) signature, the individual's signature, is required. Example: Vehicle owned by both Mighty Mack, Inc. and James Mack. If James Mack is authorized to sign for Mighty Mack, Inc., and he is also the co-owner of the vehicle, then only James Mack's signature is required. He should print the name of the business above his signature and enter his position with the company after his signature, i.e. owner, business manager, etc..

However, if the vehicle is co-owned by a business and another individual who is not an authorized agent for the business, the person authorized to sign for the business must sign and the co-owner must sign. The person signing for the business must print the name of the business above their signature and enter their position with the business after their signature, i.e. owner, president, etc. Example: The title application shows Mighty Mack, Inc. and Thomas Moore as the owners, and Mary Smith has signed the title application. If Mary Smith is signing for the company as their authorized agent, then she needs to print the name of the business above her signature and enter her position with the company after her signature. If Mary Smith is also signing for Thomas Moore, then she needs to include an indication that she is Thomas Moore's attorney-in-fact (Mary Smith, attorney-in-fact for Thomas Moore or Thomas Moore by Mary Smith, per power of attorney or POA) and she must attach a power of attorney from Thomas Moore authorizing her to sign for him. **Note:** The rules regarding when a limited power of attorney can be used between the seller/transferor and buyer/transferee still apply.

Signatures in the Title Assignment

When a title has been issued showing joint ownership and the owners are a business and

an individual, both the individual and the person signing for the business, if different, must print and sign their personal name. In addition to signing and printing their personal name, they must also print the name of the business. If the co-owner is also authorized to sign for the business, the co-owner must print the name of the business, sign, and include their position with the business after their signature. For example, the title has been issued in the name of Might Mack, Inc and James Mack. – James Mack's signature and printed name should appear in the title assignment as the seller/transferor. If James Mack is not authorized to sign for the business, the authorized person should sign and print his or her own name in addition to the printed name of the business. The person signing for the business should show their position with the business after their signature.

Declaring & Acknowledging an Odometer Disclosure as the Sole Owner of a Company

When a vehicle, requiring an odometer disclosure is titled in a business name and the title is being transferred from the business name to the sole owner of the business, an affidavit, signed by the owner, must be attached to the title stating:

- The transferor/seller is the sole owner of the business; and,
- They are the only person who can sign for the business.

A notary public must notarize the owner's signature on this affidavit by signing; affixing their notary seal or stamp and recording the date their notary commission expires. With this affidavit, the owner of the business can disclose the odometer reading by entering the vehicle's odometer reading as of the date of sale or ownership transfer on the title assignment. They should check the appropriate box on the title assignment when the entered odometer reading does not reflect the total distance the vehicle has traveled. As the seller/transferor, the owner should print the name of the business and print their own name above their signature and enter their position with the business after their signature. The owner should then acknowledge the odometer disclosure as the purchaser/transferee on the title assignment by printing their own name and signing.

Letter from the City or County Clerk's Office

A letter from the city or county clerk's office is required when a vehicle's title is issued showing a company as the only owner; the sole owner of the company is deceased; and the ownership of the vehicle is being transferred. This letter must state that "said" individual, whose name is shown on the death certificate, was the sole owner of the company. A certified copy of the owner's death certificate must accompany this affidavit and other required documents and fees when applying for a title in the new owner's name.

Odometer Disclosure Required – Owner Has Title

If your **trade-in** customer has the title for the **trade-in** vehicle, please have him complete the title assignment transferring the ownership of the vehicle to your dealership. Make sure his odometer disclosure reflects the same odometer reading as shown on the vehicle's odometer and is not lower than the odometer reading recorded on the face of the title unless an applicable box is checked. Also please obtain a copy of the vehicle's current registration certificate. The trade-in customer may wish to retain the original registration certificate, a/k/a tag receipt. In this situation, no power of attorney, **limited** or **secure**, should be obtained for the trade-in vehicle.

Odometer Disclosure Required – Title Lost

If the trade-in vehicle requires an odometer disclosure and the title is lost, please have the trade-in customer complete Part A of the **secure** power of attorney, form T-8S, after a complete description of the vehicle has been entered in the spaces provided at the top of this form.

By completing Part A of the **secure** power of attorney, the trade-in customer is making an odometer declaration on a **secure** document and is authorizing your dealership to apply for a replacement title on their behalf. As the selling dealer, you should acknowledge the trade-in customer's odometer disclosure by printing and signing your personal name and printing the name of your dealership in the spaces provided in Part A of the **secure** power of attorney, form T-8S. The appropriate copy of the **secure** power of attorney, form T-8S, must accompany the replacement title application and replacement title fee.

The **secure** power of attorney, form T-8S, allows you, as the trade-in customer's attorney-in-fact, to transfer the information from the **secure** power of attorney, form T-8S, to the replacement title exactly as shown. The person with your dealership who transfers the information from the **secure** power of attorney, form T-8S, to the replacement title should then complete Part C of the **secure** power of attorney, form T-8S, certifying that they have transferred the information from the **secure** power of attorney, form T-8S, to the title exactly as shown on the power of attorney. Attach the applicable copy of the **secure** power of attorney, form T-8S, to the title and submit with your new customer's title application and applicable fee.

Vehicle Sold Before Replacement Title Received or Before Title Received From Lien Holder

If the vehicle is sold before the replacement title is received, you and the purchaser would complete Part B of the **secure** power of attorney, form T-8S, complying with all rules that have already been noted.

Odometer Disclosure Required – Title Held by Lien or Security Interest Holder

If the trade-in vehicle requires an odometer disclosure and the vehicle's title is being held by the recorded lien or security interest holder, please have the trade-in customer complete Part A of a **secure** power of attorney, form T-8S. It is recommended that you use the tools that are available to you as a dealer, Dealer Internet Inquiry service, etc., to verify that the vehicle's title has been issued in your customer's name reflecting a lien or security interest holder. The top portion of the **secure** power of attorney, form T-8S, should already be completed showing a complete description of the vehicle.

By completing Part A, the trade-in customer can make an odometer declaration on a **secure** transfer document. You, the trade-in customer's attorney-in-fact, can then acknowledge their odometer disclosure by printing and signing your own name, as well as printing the name of your dealership. Please make sure your customer's odometer disclosure matches the odometer reading on the vehicle and is not lower than the odometer reading as shown on the current

title record, unless an applicable box is checked.

When the title is received from the lien or security interest holder, you, the dealer, should transfer the information from the **secure** power of attorney, form T-8S, to the title exactly as shown and complete Part C on the completed, **secure** power of attorney, form T-8S, certifying that the information has been transferred from the **secure** power of attorney, form T-8S, to the title exactly as shown on the **secure** power of attorney, form T-8S.

The **same** person with your dealership may complete **all** sections on the **secure** power of attorney, form T-8S, **or** different people with your dealership may complete each section provided the person completing Part C of the **secure** power of attorney, form T-8S, is the person who transferred the information from the **secure** power of attorney, form T-8S, to the title.

Odometer Disclosure Not Required – Title Missing

If the trade-in vehicle requires a title, the vehicle is exempt from the odometer disclosure requirements and the title is lost, please have the trade-in customer complete two (2) **limited** powers of attorney, form T-8, appointing your dealership as their attorney-in-fact. As a licensed dealer, you may always use the tools that are available to you, i.e. Dealer Internet Inquiry service, etc., to check to see if a Georgia title has been issued in the trade-in customer's name and to determine if any liens or security interests are recorded. This type power of attorney, form T-8, allows your dealership to apply for a replacement title for the trade-in customer, and to complete the title assignment on the replacement title on their behalf transferring ownership to your dealership. A lien or security interest release form, form T-4, should be obtained from any recorded lien or security interest holders. One (1) **limited** power of attorney, form T-8, should accompany the replacement title application, form MV-1, applicable lien or security interest release forms, and replacement title fee and one (1) original **limited** power of attorney, should be attached to the replacement title and should accompany your new customer's title application and applicable fee.

Odometer Disclosure Not Required –

Title Held by Lien or Security Interest Holder

If the trade-in vehicle requires a title; the vehicle is **exempt** from the odometer disclosure requirements; and the title is being held by the recorded lien or security interest holder, please obtain one (1) **limited** power of attorney, form T-8, from the trade-in customer. The **limited** power of attorney allows you, the trade-in customer's attorney-in-fact, to complete the title assignment transferring ownership to your dealership once the title has been received from the lien or security interest holder. In this case, the original **limited** power of attorney should be attached to the title and should accompany your new customer's title application and applicable title fee.

Dealer Sales (Vehicles Traded-In to Your Dealership)

Based on the following two (2) scenarios involving vehicles traded in to a dealership, there is no need for the dealer to obtain a **limited** power of attorney from their customers for the trade-in vehicles.

1. I traded in my 2000 Honda Accord to purchase a new 2004 Honda Pilot. I recently paid off the loan for the purchase of my Accord so I had the vehicle's title. I completed the first title assignment conveying ownership of the vehicle to the dealership. I entered the vehicle's odometer reading in the space provided as shown on the Accord's odometer and checked the first box since the odometer did not reflect the actual distance the vehicle has traveled. The dealer has asked me to sign a **limited** power of attorney for the Accord. Why is a power of attorney, **limited** or **secure**, needed for the trade-in vehicle?

You should never request a **limited** or **secure** power of attorney for the trade-in vehicle when your customer gives you the vehicle's current valid title properly assigned to your dealership showing the same odometer reading as shown on the vehicle's odometer. You may always use the services provided to you as a licensed dealer, i.e. Dealer Internet Inquiry service, etc., to see if the Georgia title presented is current.

2. I traded in my 1998 Ford Explorer to purchase a new 2004 Ford Expedition. The title for the Explorer is with my bank since I owe two (2) more payments. At the time I traded in the Explorer, the dealer asked me to sign both a blank **secure** and a blank **limited** power of attorney for the trade-in vehicle, 1998 Ford Explorer. Is it legal for the dealer to ask me to sign blank forms? Why are two types of powers of attorney, **limited** and **secure**, needed?

You should never ask your customer to sign a blank form or a blank document. In the above situation, you should only ask your customer to sign and print their name to Part A of a **secure** power of attorney completed with the vehicle description at the top of form T-8S, the odometer declaration and your dealership's information in Part A of the **secure** power of attorney, form T-8. In the above situation, a **limited** power of attorney, form T-8, is not needed for the trade-in vehicle nor will it be accepted to issue a title.

When To Obtain & When Not to Obtain a Power of Attorney From Your Customer

Customers resent having to sign unnecessary forms or blank forms. You should never ask your customer to sign a blank form or a blank document nor should you ask your customer to sign any unnecessary form. Please see attached chart (Attachment #2) to determine when a **secure** power of attorney or a **limited** power of attorney can and cannot be used.

How Dealers Can Help Customers Avoid Insurance & Registration Problems

What Has Changed?

The electronic reporting requirements for the automobile insurance database have introduced some time constraint problems into the vehicle registration process that affect service to your customers. The problems generally center around dealer trade-ins. Dealers do not report to this department when vehicles are traded-in and ownership transfers to the dealership, which

means that the department believes that the automobile is still in the possession of the previous owner.

In the past that was not a problem but because the owner will now logically cancel the insurance on the trade-in vehicle, the department is under the impression that the vehicle is being operated without insurance. Unless the customer transfers the tag from the trade-in to the new car within thirty- (30) days or cancels the registration, that customer will probably get a pending suspension letter from this department that then requires the customer to go to their county tag agent's office with a signed and notarized Affidavit for Mandatory Insurance Relief of Lapse/Pending Suspension & Suspension Fees, form MV-18J, to correct the information in the database.

The best service a dealer can provide is to process the title and tag transfer paperwork for the customer. The second best approach is for the dealer to process the title paperwork **quickly** so that the customer has the most amount of time possible to complete the registration process.

When your customer trades in a vehicle to purchase another vehicle and the dealer applies for the transfer of the registration, the dealer should:

- Obtain a copy of an insurance binder for the newly purchased vehicle **or** a copy of the insurance declaration page, usually the top page of an insurance policy, for existing insurance on the trade-in
OR
- Fax form MV-18H, Temporary Verification of Insurance Coverage by Automobile Dealer, to the customer's insurance agent or company if an insurance binder or insurance declaration page is not available.
- Remove the license plate from the trade-in and give it to the customer.
- Tell the customer to keep the insurance binder **or** declaration page and bill-of-sale in the newly purchased vehicle until the insurance card is received.
- **Promptly** apply for the title and transfer of registration at the owner's county tag office.
 - Submit the application, required supporting documents, applicable

fees/taxes, insurance binder or insurance declaration page, or a completed Temporary Verification of Insurance Coverage by Automobile Dealer, form MV-18H.

- Tell the customer to attach the license plate to the newly purchased vehicle when the registration for the newly purchased vehicle is received.

If the dealer does not apply for the transfer of a customer's registration, the dealer should:

- Remove the license plate from the trade-in vehicle and give it to the customer.
- Tell the customer to keep the insurance binder or insurance declaration page and bill-of-sale in the vehicle until the insurance card is received.
- **Promptly** apply for the customer's title at the customer's county tag office.
- Tell the customer to apply for the transfer of the registration once the dealer has applied for the title.

Acceptable proof of insurance for the customer is:

- A valid **binder** issued by your customer's insurance agent or insurance company that is not more than thirty- (30) days old.
- An **insurance declaration page** showing insurance on the trade-in vehicle and a **bill-of-sale** for the vehicle purchased from the dealer within the last thirty- (30) days.
- A valid **electronic insurance indicator** on the Department of Motor Vehicle Safety's (DMVS) database indicating the newly purchased vehicle is insured.
- A valid **fleet insurance card**.
- A valid **self-insured insurance card** and a **certificate of self insurance** issued by the Georgia Insurance Commissioner's office.

Annual Franchise Fee

Beginning November 15, 2004, this department's Special Tags Unit of the Motor Vehicle Services Section (MVS) will begin collecting an annual \$25.00 franchise fee from licensed franchised dealers in this

state. Franchised dealers are dealers who sell new motor vehicles. This fee is authorized by §10-1-668 of the O.C.G.A. to allow this department (DMVS) to administer the “Motor Vehicle Fair Practices Act”. Payment should be made with a check or money order payable to DMVS. This fee must be paid on or before January 3, 2005.

In the next several weeks, correspondence will be mailed to each licensed, franchised dealer in this state requesting the payment of this annual fee. In addition to this \$25.00 annual franchise fee, the franchised dealer must submit a photocopy of the letter requesting the fee and photographs of their established place of business. The photographs must include the dealership’s salesroom or sales office, the lot and the sign as authorized by §40-2-38 of the O.C.G.A. and by this department’s rules and regulations, Chapter 375-2-4, that became effective May 11, 2004. If a dealer does not receive the letter, it does not relieve the dealer of their responsibility to pay this fee and provide photographs of their established place of business by the deadline.

If the dealer fails to pay the \$25.00 franchise fee and provide photographs of their established place of business by January 3, 2005, this department will suspend the dealer’s current dealer tags until the fee is paid and the required photographs are received. During the time the dealer tags are

suspended, title transactions, involving the dealership will not be processed.

If you need additional information regarding the franchise fee, please call this department’s Motor Vehicle Services Section at one of the following telephone numbers: (404) 675-4947 or (404) 362-6500.

Definitions

Federal Truth in Mileage Act – Federal odometer laws that require the sellers/transferrors of a motor vehicle to disclose their vehicle’s odometer reading at the time of sale or ownership transfer on the vehicle’s title or other **secure** transfer document. The sellers/transferrors must indicate when the vehicle’s odometer does not reflect the total distance the vehicle has traveled. The purchasers/transferees must acknowledge the sellers’/transferrors’ odometer disclosure by printing and signing their name to the same secure transfer document.

Secure Transfer Documents – Documents containing the Federal Truth in Mileage Act’s required language and required security features. These security features help prevent illegal reproduction and make alterations visible to the naked eye. Only titles, **secure** dealer reassignment forms and **secure** powers of attorney meet these requirements.

Attachment #1
Secure Power of Attorney, Form T-8S, - How to Complete

When a vehicle is traded in to your dealership that requires an odometer disclosure and the vehicle’s title is not available because it is either lost or is being held by the recorded lien or security interest holder, a secure power of attorney, form T-8S, can be used. A secure power of attorney, form T-8S, cannot be used except in these two (2) situations where the title is not available because it is lost or is being held by the recorded lien or security interest holder.

Top Portion – Form T-8S, Secure Power of Attorney

The vehicle’s description, year model, vehicle make, model name or number, body type and vehicle identification number, must be entered in the applicable spaces at the top of a secure power of attorney, form T-8S, before Parts A, B or C on this form are completed. See example below:

T-8S

SAMPLE

GEORGIA SECURE POWER OF ATTORNEY

WARNING: This form may only be used when lien holder physically holds title or title has been lost. In all other cases where the title is unavailable at the time of sale, a Georgia Dealer Reassignment Supplement must be used. This form must be submitted to the State of Georgia by the person exercising Power(s) of Attorney to secure a Certificate of Title. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION

2000	Ford	Escort	2 Door Coupe	1FAFP55SXYA000000
Year	Make	Model	Body Type	Vehicle Identification Number

Part A of a Secure Power of Attorney – Form T-8S

The trade-in customer and the salesman with your dealership, who took the vehicle in on trade, should complete Part A on the **secure** power of attorney, form T-8S. The vehicle owner should enter the vehicle’s odometer reading at the time the vehicle is traded in to your dealership in the space provided, and check the appropriate box when the vehicle’s odometer does not reflect the total actual miles the vehicle has traveled when, 1. The total actual miles the vehicle has traveled exceeds the mechanical limits of the odometer, i.e. 99,999 on a five-digit odometer or 999,999 on a six-digit odometer; or 2. the odometer does not reflect the total actual miles – **WARNING: Odometer Discrepancy.** A block should not be checked if the odometer reading is the vehicle’s actual miles.

The vehicle owner must also print his or her own name and sign. If the vehicle is jointly owned, each owner must print and sign his or her own name. If the vehicle is a company-owned vehicle, the printed name of the company is also required in addition to the printed name and signature of the company’s authorized agent. The salesman with your dealership that took the vehicle in on trade should print the name of your dealership; print his or her own name and sign in the applicable spaces on Part A. It is recommended that the person signing for the company enter their position or title with the company after their signature. See example below:

Part A Power of Attorney to Disclose Mileage

Federal and State laws require you to state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, Trade-in Customer’s Full Legal Name, appoint, Dealership’s Name Who Took Vehicle in on Trade
Print Seller’s/Transferor’s Name) Print Transferee’s/Buyer’s Name)

as my attorney-in-fact to sign all papers and documents required to secure a Georgia Title and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure

I, (seller/transferor) state that the odometer now reads 30,000 (no tenths) miles and, to the best of my knowledge, that it reflects the actual mileage unless one of the following statements is checked:
☒ 1. The mileage stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage WARNING: ODOMETER DISCREPANCY

<u>Print Trade-in Customer’s Full Legal Name</u> Seller’s/Transferor’s Printed Name <u>Trade-in Customer’s Signature</u> Seller’s/Transferor’s Signature <u>Trade-in Customer’s Street Address</u> Seller’s/Transferor’s Street Address <u>Trade-in Customer’s City, State & Zip</u> City, State, Zip Code Subscribed and sworn before me this <u>Day</u> day of <u>Month</u> year <u>Year</u> <u>Notary Public’s Signature & Seal or Stamp</u> Signature & Seal or Stamp of Notary Public	<u>Dealership/ & Your Salesman’s Printed Names Who Took Vehicle in on Trade</u> Buyer’s/Transferee’s Printed Nam) <u>Your Salesman’s Signature Who Took Vehicle in on Trade</u> <u>Date</u> Buyer’s/Transferee’s Signature Date <u>Your Dealer’s Street Address</u> <u>Date</u> Buyer’s/Transferee’s Street Address Date <u>Your Dealership’s City, State Zip</u> City, State, Zip Code <u>Notary Public’s Printed Name</u> Printed Name of Notary Public <u>Notary’s Street Address</u> Street Address of Notary Public <u>Date Notary’s Commission Expires</u> Date Commission Expires
---	---

Instructions continue on next page.

Attachment #1 (Continued)

Part B of a Secure Power of Attorney – Form T-8S

If a different or the same salesman with your dealership sells the vehicle **before** the title becomes available, the purchaser and the salesman (i.e. Salesman #2) with your dealership who sold the vehicle should complete Part B on the secure power of attorney, form T-8S. Part B can only be completed after Part A has been completed. See example shown below:

Part B Power of Attorney to Review Title Documents and Acknowledge Disclosure (Part B is invalid unless Part A has been completed)

Federal and State laws require you to state the mileage upon transfer of ownership.
 Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, Purchaser's Full Legal Name, appoint Dealership's Printed Name
 Printed Name Printed Name

as my attorney-in-fact, to sign all papers and documents required to secure a Georgia title and to sign the mileage disclosure on the title for the vehicle described above only if the disclosure is exactly as the disclosure completed below

I, Your Dealership's Printed Name as Shown in Part A above, state that the odometer now reads 30,000 (no
 Printed Name
 tenths) miles and, to the best of my knowledge, that it

reflects the actual mileage unless one of the following statements is checked

☒ 1.The mileage stated is in excess of its mechanical limits[] 2.The odometer reading is NOT the actual mileage WARNING Odometer Discrepancy

<u>Your Dealership's (as shown in Part A) &Salesman #1 Printed Names</u>	<u>Printed Name of New Buyer (Full Legal Name)</u>
Transferor's (Dealership's) Printed Name as shown in Part A	Transferee's Printed Name (New Buyer)
<u>Your Salesman's #2 Signature Who Sold Vehicle Before Title Received-Date</u>	<u>New Buyer's Signature</u> <u>Date</u>
Transferor's (dealership's) Signature Date	Transferee's signature (New Buyer) Date
<u>Your Dealership's Street Address</u>	<u>New Buyer's Street Address</u>
Transferor's (dealership's) Street Address	Transferee's Street Address (New Buyer)

As shown in the above example, Salesman #2 entered the odometer reading at the time of sale and checked the appropriate box because the vehicle's odometer did not reflect the total actual miles the vehicle had traveled. Salesman #2 printed both his own name and the name of the dealership, entered the date and signed. The new buyer acknowledged the odometer disclosure made by Salesman #2 by entering the date, their printed name and signature in the spaces provided.

Part C of a Secure Power of Attorney – Form T-8S

If your dealership's title clerk transferred the information from the **secure** power of attorney, form T-8S, to the title, then the title clerk must complete Part C on the **secure** power of attorney, form T-8S. See example below:

Part C Certification (To be completed ONLY after Part A and B or Part A ONLY have been completed)	
I, <u>Printed Name of Your Dealership's Employee Who Transferred Above Data to Title</u> , hereby certify that the mileage I have disclosed on the title	
Printed Name of Person Exercising Power of Attorney for Dealership	
document is consistent with that provided to me in the above power of attorney. Further, upon examination of the title and any reassignment documents for the vehicle described	
above, the mileage disclosure I have made on the title pursuant to the power of attorney is greater than that previously stated on the title and reassignment documents. This	
certification is not intended to create, nor does it create any new or additional liability under Federal or State law.	
<u>Your Dealership's Printed Name as Shown in Part A Above-Date</u>	<u>Signature of Your Dealership's Employee Who Transferred Above Data to Title</u>
Printed Name of Dealership as Shown in Part A Above- Date	Signature of Person Shown in Part C exercising power of attorney for dealership
<u>Your Dealership's Street Address</u>	<u>Your Dealership's City, State & Zip Code</u>
Dealership's Street Address	Dealership's City, State, Zip Code
Subscribed and sworn before me this <u> Date </u>	<u>Notary Public's Printed Name</u>
day of <u> Month </u> year <u> Year </u>	Printed Name of Notary Public
<u>Notary's Signature & Seal or Stamp</u>	<u>Notary Public's Street Address</u>
Signature & Seal or Stamp of Notary Public	Street Address of Notary Public
	<u>Date Notary Commission Expires</u>
	Date Commission Expires

As seen in the examples, different employees with your dealership can complete the different parts, Part A, Part B, and Part C, on a secure power of attorney, form T-8S, provided the person with your dealership who transfers the information from the **secure** power of attorney, form T-8S, to the title is the person who completed Part C of form T-8S.

If the same employee with your dealership took the vehicle in on trade; sold the vehicle before the title became available and transferred the information from the **secure** power of attorney, form T-8S, to the title when it became available, then this employee can complete all three parts, Part A, Part B **and** Part C..

Attachment #2

For Trade-in Vehicles Secure & Limited Powers of Attorney When They Can & Cannot Be Used				
SITUATION	IS ODOMETER DISCLOSURE REQUIRED?	CAN LIMITED POA BE USED?	CAN SECURE POA BE USED?	REQUIRED ACTION
OWNER HAS TITLE	Yes	No	No	Owner <u>must</u> complete 1 st title assignment transferring ownership to your dealership.
	No	No	No	Owner <u>must</u> complete 1 st title assignment transferring ownership to your dealership; therefore no POA needed.
TITLE LOST	Yes	No	Yes	Have trade-in customer complete Part A on a secure POA; apply for a replacement title submitting applicable copy of POA. If vehicle sold <u>before</u> title becomes available, complete Part B on POA transferring ownership to buyer. Transfer information from POA to replacement title, complete Part C on POA, attach applicable copy of POA to title & submit with buyer's title application & fee.
	No	Yes	No	Obtain two (2) limited POA from trade-in customer & apply for a replacement title with one (1) POA. When replacement title received, complete 1st title assignment transferring ownership to your dealership & when vehicle sold, complete 2 nd title assignment transferring ownership to the buyer. Attach one (1) POA to title & submit with buyer's title application & fee
TITLE HELD BY LENDER	Yes	No	Yes	Have trade-in customer complete Part A on a secure POA. If vehicle sold <u>before</u> title becomes available, complete Part B on POA transferring ownership to the buyer. When the title is received, transfer data from POA to title & complete Part C on POA. Attach applicable copy of POA to title & submit with buyer's title application & fee.
	No	Yes	No	Obtain one (1) limited POA from trade-in customer. When title received from lender, complete 1st assignment transferring ownership to your dealership. Attach POA to title. When vehicle sold, complete 2 nd assignment transferring ownership to buyer, submit title & POA with buyer's title application & fee.
TITLE IN OWNER'S SAFE	Yes	No	No	Have trade-in customer retrieve title from safe. Have trade-in customer complete 1st title assignment transferring ownership to your dealership
	No	No	No	Have trade-in customer retrieve title from safe. Have trade-in customer complete 1 st title assignment transferring ownership to your dealership; therefore no POA is needed.
TITLE IN DEALERSHIP'S SAFE	Yes	No	No	Complete secure Dealer Reassignment form; have buyer print & sign their name acknowledging your odometer declaration. Have buyer sign completed title application. When title becomes available, enter Reassignment Control # in applicable title assignment, attach Reassignment form to title & submit with buyer's title application & fee.
	No	No	No	Complete Dealer Reassignment form & MV-1 application having buyer sign. When title becomes available, enter Dealer Reassignment control # in applicable title assignment. Attach Dealer Reassignment to title and submit with buyer's title application and fee.